

ARTICLE V SENIORITY

Section 1 Definition

A. For employees not covered by a collective bargaining agreement on July 1, 2003, seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

B. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

C. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular article or section of this Agreement.

E. An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this agreement.

F. For all other employees, seniority means an employee's length of continuous service with the Employer since his/her date of hire in a permanent position covered by this Agreement. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. No employee in a position covered by this Agreement on July 1, 2003 shall lose seniority by virtue of operation of this section.

Section 2 Seniority Lists

A. The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local union at the time of posting.

B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

Section 3 Retroactivity Prohibited

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by IDOP or the Board of Regents' (BOR) prior to the effective date of this Agreement.